

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829513

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900784795

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MGM Resorts International		07/05/2023	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	S54 Holdings, LLC
<b>Street Address:</b>	10960 Wilshire Blvd., 5th floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90024
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	90576777	STUDIO 54
Serial Number:	88787880	STUDIO 54
Serial Number:	90739002	STUDIO 54
Serial Number:	90645834	STUDIO 54
Serial Number:	90645843	STUDIO 54
Serial Number:	90645856	STUDIO 54
Serial Number:	90624319	STUDIO 54
Serial Number:	90645841	STUDIO 54
Serial Number:	90645852	STUDIO 54
Serial Number:	90645861	STUDIO 54
Serial Number:	90624324	STUDIO 54
Serial Number:	90645837	STUDIO 54
Serial Number:	90645848	STUDIO 54
Serial Number:	90645859	STUDIO 54
Registration Number:	5951646	STUDIO 54
Registration Number:	4849496	STUDIO 54
Registration Number:	2344345	STUDIO 54
Registration Number:	2238271	STUDIO 54

Property Type	Number	Word Mark
Registration Number:	2261694	STUDIO 54
Registration Number:	6887938	STUDIO 54 RADIO
Registration Number:	5492135	STUDIO 54 RADIO
Registration Number:	2520438	STUDIO 54
Registration Number:	2563978	STUDIO 54

**CORRESPONDENCE DATA**

Fax Number: 2127986915

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

Phone: 212-326-0831

Email: tlee@pryorcashman.com

Correspondent Name: Teresa Lee

Address Line 1: 7 Times Square

Address Line 4: New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	16378.0048
<b>NAME OF SUBMITTER:</b>	Teresa Lee
<b>SIGNATURE:</b>	/tlee/
<b>DATE SIGNED:</b>	08/04/2023

**Total Attachments: 8**

- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page1.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page2.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page3.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page4.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page5.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page6.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page7.tif
- source=Trademark Assignment -- STUDIO 54 (7-5-2023) - l#page8.tif

## TRADEMARK ASSIGNMENT

This ASSIGNMENT OF MARKS (this "Assignment"), is entered into as of July 5, 2023 ("Effective Date"), by and between MGM Resorts International, a Delaware corporation ("Assignor"), and S54 Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, this Assignment is made and entered into in connection with the closing of the transactions contemplated by that certain Trademark Purchase and Assignment Agreement, dated as of April 14, 2023 (as amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof, the "TPAA Agreement"), by and among Assignor and Assignee, which provides, subject to the terms and conditions set forth therein, for the sale, transfer and assignment, conveyance and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to all Trademark Assets (as such term is defined in the TPAA Agreement), on the terms set forth in the TPAA Agreement;

WHEREAS, this Assignment is being executed and delivered by the parties hereto further and in accordance with the TPAA Agreement;

WHEREAS, "Trademark Assets" (as defined in the TPAA Agreement) includes the Trademarks (as defined in the TPAA Agreement) including but not limited to those set forth on Schedule A attached hereto, and other designations of origin, together with all translations, adaptations, derivations and combinations of the foregoing and all foreign equivalents thereof, together with all goodwill of the ongoing and existing business, connected with the use thereof and symbolized thereby and all rights, applications, registrations, renewals and extensions in connection therewith arising or enforceable under the laws of any and all jurisdictions anywhere in the world, or any bilateral or multilateral treaty regime.

WHEREAS, in accordance with the TPAA Agreement, the Assignor desires to assign and Assignee desires to acquire the Trademark Assets, including all goodwill associated therewith and symbolized thereby.

NOW THEREFORE, in consideration of the premises and the mutual warranties, representations, covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the TPAA Agreement.

2. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns, (a) all of Assignor's right, title and interest in and to the Trademark Assets, including, without limitation, any registrations, applications, renewals and extensions therefor, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict

with or other violation of any of the foregoing, and all income, royalties or payments due or payable as of the date hereof or hereafter in respect of any of the foregoing, in each case, effective as of the date hereof. Together with Assignor's right, title and interest in and to each of the Trademark Assets, as well as the goodwill of the business associated with said Trademark Assets being assigned to Assignee, are the rights to police, monitor and enforce said Trademark Assets against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the Effective Date of the TPAA Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademark Assets.

3. Authorization and Recordation. Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks and any other applicable governmental authority or registrar to record and register Assignee as the owner of the Trademark Assets, and to issue any and all Trademark Assets to Assignee, as assignee of all of Assignor's right, title and interest in and to the Trademark Assets throughout the world. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Trademark Assets throughout the world.

4. Governing Law. All issues and questions concerning the formation, existence, termination, construction, validity, enforcement and interpretation of this Assignment will be governed by, and construed in accordance with, the laws of the State of Nevada without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Nevada.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Such counterparts may be delivered in electronic format (including by fax and electronic mail). A copy in .pdf format of a signature page executed by any party or executed by DocuSign shall be deemed to have the same force and effect as an original of a manually signed copy.

6. TPAA Agreement. This Assignment is being executed and delivered pursuant to the TPAA Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the TPAA Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the TPAA Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the TPAA Agreement, the TPAA Agreement will govern.

7. Further Assurances. In accordance with the TPAA Agreement, without further consideration, Assignor hereby agrees, for itself and its successors and assigns, to promptly execute and deliver, or promptly cause to be executed and delivered, all such further documents or perform all reasonable affirmative acts which may be necessary to record or perfect the above-described transfer of Trademark Assets, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office.

8. Effectiveness. This Assignment is effective as of the Effective Date.

9. Severability; Amendment. Any provision in this Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Assignee and Assignor on behalf of Assignee and Assignor, respectively.

10. Notices. Any notice given pursuant to this Assignment shall be given in the same manner and addressed to the intended recipient as set forth in Section 11 of the TPAA Agreement.


*[remainder of page intentionally left blank; signature page to follow]*

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Assignment as of the date first above written.

**ASSIGNOR:**

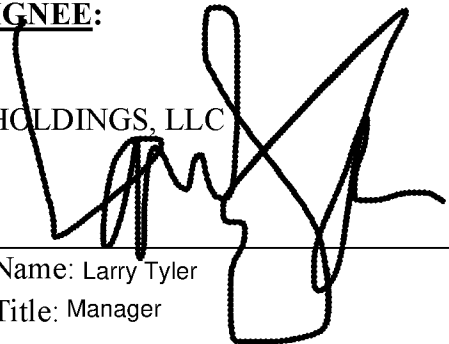
MGM RESORTS INTERNATIONAL







By:   
Name: Jessica Cunningham  
Title: SVP, Legal Counsel &  
Assistant Secretary



**ASSIGNEE:**

S54 HOLDINGS, LLC





By:   
Name: Larry Tyler  
Title: Manager











**SCHEDULE A**

	Country	Trademark	Class	App. No.	Filing Date	Reg. No.	Reg. Date	Status
1.	Australia	STUDIO 54	41	1111712	5/4/2006	1111712	11/1/2010	Registered
2.	Australia		41; 43	1111711	5/4/2006	1111711	11/1/2010	Registered
3.	Australia	STUDIO 54	25	A0081343	12/3/2018	1443939	9/30/2019	Registered
4.	Brazil	STUDIO 54	25	916394468	12/7/2018	916394468	11/5/2019	Registered
5.	Brazil	STUDIO 54	18	916394425	12/7/2018	916394425	2/15/2022	Registered
6.	Brazil	STUDIO 54	41	903234327	12/20/2010			Mark rejected but can be contested by Sept. 28, 2026
7.	Canada	STUDIO 54	3; 14; 16; 18; 20; 21; 25; 41; 43	1925914	10/18/2018	TMA1129421	5/19/2022	Registered
8.	Canada	STUDIO 54	3	1945591	2/11/2019	TMA1112911	11/1/2021	Registered
9.	Canada	STUDIO 54	25; 43	1176962	5/7/2003	TMA612813	6/15/2004	Registered
10.	Canada		25;43	1176963	5/7/2003	TMA612814	6/15/2004	Registered
11.	Canada		3; 14; 16; 18; 20; 21; 41; 43	1925915	10/18/2018	TMA1129422	5/19/2022	Registered
12.	Chile	STUDIO 54	35	943869	3/10/2011	938531	11/18/2011	Registered
13.	Chile	STUDIO 54	25	943868	3/10/2011	938530	11/18/2011	Registered
14.	Chile	STUDIO 54	43	723736	3/21/2006	946548	12/19/2011	Registered
15.	Ecuador	STUDIO 54	41	SENADI-2022-16631	3/4/2022	SENADI_2023_RS_8641	6/7/2023	Registered
16.	Ecuador	STUDIO 54	25	SENADI-2019-73	1/2/2019	SENADI_202_TI_28755	4/2/2019	Registered
17.	Ecuador	STUDIO 54	18	SENADI-2019-71	1/2/2019	SENADI_2020_TI_21015	4/2/2019	Registered
18.	Ecuador		41	IEPI-UIO-PI-SD-2011-9641-RE	9/12/2011	50-2019	2/11/2019	Registered
19.	EUCTM	STUDIO 54	41; 43	018111180	8/22/2019	018111180	1/9/2020	Registered
20.	EUCTM	STUDIO 54	25; 41; 43	006490965	12/6/2007	006490965	2/2/2010	Registered
21.	EUCTM	STUDIO 54	25; 41; 42	000734756	1/28/1998	000734756	12/13/1999	Registered
22.	Hong Kong	STUDIO 54	25; 43	1999B13196AA	5/8/1998	1999B13196AA	10/28/1999	Registered
23.	Hong Kong	STUDIO 54	3	304828609	2/13/2019	30482860	2/13/2019	Registered

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24.	Hong Kong	STUDIO 54	18	304767814	12/12/2018	304767814	12/12/2018	Registered
25.	WIPO (Australia, Germany, France, Italy, Switzerland, United Kingdom, Ukraine)	STUDIO 54	25	A0081343	12/3/2018	1443939	12/3/2018  Australia: 9/30/2019  Germany: 3/16/2019  France: 7/18/2019  Italy: 12/26/2019  Switzerland: 10/31/2019  United Kingdom: 4/24/2019  Ukraine: 5/12/2022	Registered
26.	WIPO (Ireland, Republic of Korea, United Kingdom)	STUDIO 54	3	A0083347	2/14/2019	1458259	2/14/2019  Korea: 9/16/2020  United Kingdom: 9/12/2019	Registered
27.	Japan	STUDIO 54	41; 43	2022-028938	3/14/2022	6641352	11/16/2022	Registered
28.	Macau	STUDIO 54	25	N/014703	8/18/2004	N/014703	12/7/2004	Registered
29.	Macau	STUDIO 54	42	N/019189	10/20/2005	N/019189	2/9/2006	Registered
30.	Macau	STUDIO 54	18	N/147581	12/7/2018	N/147581	5/14/2019	Registered
31.	Macau		42	N/014704	8/18/2004	N/014704	12/7/2004	Registered
32.	Macau		25	N/019190	10/20/2005	N/019190	2/9/2006	Registered
33.	Mexico	STUDIO 54	43	1216925	10/4/2011	1272883	3/9/2012	Registered
34.	Mexico	STUDIO 54	41	1240574	1/11/2012	1291120	6/14/2012	Registered
35.	Nevada	STUDIO 54	101	TN00300859	3/31/1998	TN00300859	3/31/1998	Registered
36.	Nevada	STUDIO 54	107	TN00300860	3/31/1998	TN00300860	3/31/1998	Registered
37.	Nevada	STUDIO 54	101	TN00300861	3/31/1998	TN00300861	3/31/1998	Registered
38.	Nevada	STUDIO 54	107	TN00300862	3/31/1998	TN00300862	3/31/1998	Registered
39.	Nevada	STUDIO 54	101	SM00300855	3/31/1998	SM00300855	3/31/1998	Registered
40.	Nevada	STUDIO 54	107	SM00300856	3/31/1998	SM00300856	3/31/1998	Registered



41.	Nevada	STUDIO 54	101	SM00300857	3/31/1998	SM00300857	3/31/1998	Registered
42.	Nevada	STUDIO 54	107	SM00300858	3/31/1998	SM00300858	3/31/1998	Registered
43.	Panama	STUDIO 54	18; 25	270737-01	12/13/2018	270737-01	12/13/2018	Registered
44.	Panama		41	140919-01	2/28/2005	140919	2/28/2005	Registered
45.	Singapore	STUDIO 54	25	T06/02661H	2/10/2006	T06/02661H	3/27/2007	Registered
46.	Singapore	STUDIO 54	43	T06/02662F	2/10/2006	T06/02662F	6/15/2006	Registered
47.	Singapore		43	T06/02665J	2/10/2006	T06/02665J	6/15/2006	Registered
48.	Singapore		25	T06/02663D	2/10/2006	T06/02663D	8/3/2006	Registered
49.	Switzerland	STUDIO 54	41; 43	50278/2008	1/9/2008	570841	4/25/2008	Registered
50.	United Arab Emirates	STUDIO 54	41	307209	3/5/2019	307209	6/27/2019	Registered
51.	United Kingdom	STUDIO 54	41; 43	UK00003423228	8/22/2019	UK00003423228	1/17/2020	Registered
52.	United Kingdom	STUDIO 54	41	UK00003334467	8/28/2018	UK00003334467	11/16/2018	Registered
53.	United Kingdom	STUDIO 54	25; 41; 42	UK000734756	1/28/1998	UK 000734756	12/13/1999	Registered
54.	United Kingdom	STUDIO 54	41; 43	UK018111180	8/22/2019	UK018111180	1/9/2020	Registered
55.	United Kingdom	STUDIO 54	18	UK00801441978	12/3/2019	UK00801441978	6/5/2019	Registered
56.	United Kingdom	STUDIO 54	25	UK00906490965	12/06/2007	UK00906490965	02/02/2010	Registered
57.	United States	STUDIO 54	43	90/576777	3/12/2021			Allowed
58.	United States	STUDIO 54	9; 38; 41	88/787880	2/6/2020			Allowed
59.	United States	STUDIO 54	3	88/297983	2/12/2019	5951646	12/31/2019	Registered
60.	United States	STUDIO 54	41	86/471941	12/4/2014	4849496	11/10/2015	Registered
61.	United States	STUDIO 54	18	90/739002	5/27/2021			Allowed
62.	United States	STUDIO 54	3	90/645834	4/14/2021			Allowed
63.	United States	STUDIO 54	16	90/645843	4/14/2021			Allowed
64.	United States	STUDIO 54	21	90/645856	4/14/2021			Allowed
65.	United States	STUDIO 54	25	75/345546	8/22/1997	2344345	4/25/2000	Registered
66.	United States	STUDIO 54	42	75/345544	8/22/1997	2238271	4/13/1999	Registered
67.	United States		43	90/624319	4/5/2021			Allowed

68.	United States		3	90/645841	4/14/2021			Allowed
69.	United States		9; 16	90/645852	4/14/2021			Allowed
70.	United States		21	90/645861	4/14/2021			Allowed
71.	United States		43	90/624324	4/5/2021			Allowed
72.	United States		3	90/645837	4/14/2021			Allowed
73.	United States		9; 16	90/645848	4/14/2021			Allowed
74.	United States		21	90/645859	4/14/2021			Allowed
75.	United States		42	75/441970	2/27/1998	2261694	7/13/1999	Registered
76.	United States	STUDIO 54 RADIO	41	90/902565	8/25/2021	6887938	11/1/2022	Registered
77.	United States		41	87/678897	11/9/2017	5492135	6/12/2018	Registered
78.	United States	STUDIO 54	41	75/345543	8/22/1997	2520438	12/18/2001	Registered
79.	United States		41	75/441891	2/27/1998	2563978	4/23/2002	Registered